· - ·	MITRACT	17-1-	NESS LAW PUBLISHING CO	PONTLAND, OR
	ONTRACT-REAL ESTATE	VUL	NJ 7 Pane	1167
Robert C. Johnson, DBA Tar	a Enterprises	May		92 betw
and	T			
and arten J.	Herden, as jo	nt tenants	, nereinafter ca	illed the sel
WITNESSETH: That in consideration of a	the mutual and		, hereinafter cal	led the hu
WITNESSETH: That in consideration of t agrees to sell unto the buyer and the buyer agrees and premises situated inKlamath	to purchase from Court	nts and agreeme the seller all o ty, State of .	ents herein contai f the following d Oregon	ned, the sel escribed la
				, to-11
Lots 4 and 5, Block 1, Tract 1218, Klamath, State of Oregon	Dodds Hollow	Estates, in t	he County of	
for the sum of <u>Sixty One</u> Thousand Eight Hur (hereinafter called the purchase price) on account of Dollars (\$ 425.00				
(hereinafter called the purchase price) on account of	adred Seventee	n &70/100	Dollars (\$61.	817 70
(hereinafter called the purchase price) on account of Dollars (\$425.00) (hereinafter called the purchase price) on account of Dollars (\$425.00) (hereinafter called the seller), and the remainder to be	is paid on the ar	undred Twenty	7 Five & 00/10	)0
below for the seller), and the remainder to be	e paid at the time	s and in amount	he receipt of white	ch is hereb
The balance of \$61 and To			10 1010W 5, 10-WI	τ:
The balance of \$61,392.70 to be payabl or more, including 8% interest per ann first monthly payment of the set of the	e in monthly	installments	o£ \$425.00	
or more, including 8% interest per ann first monthly payment shall be due Jun until the principle balance is paid in be all due and payable on Mar 1	e 15, 1902 -	to begin May	15, 1992. T	he
until the principle balance is paid in be all due and payable on May 15, 2002	full. The en	nd on the 15t	h day thereaf	ter
payable off May 15, 2002	•	anpara	barance shall	
Buyers acknowledge that there are unpar which they agree to assume and to be re	id property to	1		
which they agree to assume and to be re	esponsible for	xes due again	nst this prope	erty
of said purchase price may be paid at any time; all deterred balances sh May 15 1000	all hear interest of a	Q		
of said purchase price may be paid at any time; all deferred balances sh May 15, 1992 we required. Taxes on said premises for the current tax year shall be The buyer warrants to and covenants with the seller that the real po (A) primarily for buyer's personal, family or household purposes.	aid MONTHLY	$and \notin \begin{cases} being inclusion \\ \mathbf{x} \mathbf{x} \mathbf{x} \mathbf{x} \mathbf{x} \mathbf{x} \mathbf{x} \mathbf{x}$	N/A	. 19
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And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer thall fail to make the payments required, or any of them, punctually within 20 days of the time limited therefor, or fail to keep any agreement herein contained, then the seller at seller's shall have the following rights: above option

shall have the following rights:
(1) To declare this contract cancelled for default and null and void, and to declare the purchaser's rights forleited and the debt extinguished, and to retain sums previously paid hereunder by the buyer?
(2) To declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable;
(3) To wind there does not be there does not be a sum of the buyer?
(4) To foreclose this contract by suit in equity.
(5) To wind the buyer of the buyer?
(6) To breelose this contract by suit in equity.

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(4) To foreclose this contract by suit in equity. In any of such cases, all rights and interest created or then existing in layor of the buyer as against the seller hercunder shall utterly cease and the right to the previses above described and all other rights acquired by the buyer hercunder shall revert to and revest in said seller without any red to the prosession of the previses above described and all other right of the buyer hercunder shall revert to and revest in said seller without any red to the purchase of said property as abolutely. Italy and prefer this contract any time of return, reclamation or compensation for moneys paid on account of ments theretofore made on this contract are to be retained by and belong to said seller as the abreed and reasonable rent of said premises up to the time of such premises of said premises of below of the purchase of said seller, in case of such delault, shall have the right immediate; or at any time thereafter, to enter upon the land aloresaid, without any rod any time thereafter, to enter upon the land aloresaid, without any right hereunder to enforce the same, nor shall any waiver by said seller of any purchases thereon or thereto belonging. The buyer further adrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way alfect seller's any such provision, or as a waiver of the provision itself.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$61,817.70 . However, the actual consideration consists

In true and actual consideration paid for this transfer, stated in ferms of dollars, is  $SUI_SUI_FU_{-}^{(n)}$  However, the actual consideration consists of or includes other property or value given or promised which is **Weyner** consideration (indicate which). <sup>(n)</sup> In case suit or action is invitible to loreclose this contract or to enforce any provision hereol, the losing party in said suit or action adrees to pay such sum as the trial court may adjudge reasonable as attorney's lees to be allowed the prevailing party in said suit or action and if an appeal is taken from any automety's fees on such appeal.

attorney's tees on such appeal. In construing this contract, it is understood that the seller or the buyer may be more than one person or a corporation; that if the context so requires, the singular provisions hereof apply equally to corporations and to individuals. This afterment shall bind and insure to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective Leirs, executors, administrature, personal representatives, successors in interest and assigns as well.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; if either of the under-

signed is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto by its officers duly authorized thereunto by order of its board of directors.

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THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DE-SCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT. THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

■ BUYER: Comply with ORS 93.905 at seq prior to exercising this remedy. NOTE—The sentence between the symbols ①, if not applicable, should be deleted. See ORS 93.030.

(If executed by a raiparation, affix corporate seal)

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(If the signer of the above is a corporation, use the form of acknowledgment opposite.) STATE OF OREGON. STATE OF OREGON ) ) 55. ) County of Klameth Klamath County of This instrument was acknowledged before me on This instrument was acknowledded before me on Mpey 17 1992, by David Herden + allen Herden as Buyers of Lat 4+5 tract 1218 Dodde Hellen (Erlet May 17 , 19 92 , by OFFICIAL SEAL ANGIE FORSYTHE NOTARY PUBLIC-OREGON AL COMMISSION NO. 004891 otar Public for Oregon Notary Public for Oregon AL DUMINASIONEXRIBES. FEB. 19, 1995 /19/1995 (SEAL) My commission expires:

ORS 93.635 (1) All instruments contracting to convey fee title to any real property, at a time more than 12 months from the date that the instrument is executed and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the conveyor of the title to be con-veyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the par-ties are bound thereby. ORS 93.990(3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)

## STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for	record at request	of	 Mountain T	ltle Co.		the	29th	dav
of						and duly recorded in Vol	M92	0uy
		of	 Deeds					
				Evelyn	Biehn	County Clerk		
FEE	\$35.00			Ву	Que.	lence Mullens	22.10	